


<div>CONTRACT AWARD</div>		<div>STATE OF ALASKA</div> <div>HQ, STATE EQUIPMENT FLEET (Contracting Authority)</div> <div>2200 E. 42nd Avenue</div> <div>Anchorage, Alaska 99508</div>		<div>CONTRACT AWARD NUMBER</div> <div>CA1951-15</div>	
ORDERING DEPARTMENT: HEADQUARTERS, STATE EQUIPMENT FLEET 2200 E. 42ND AVENUE ANCHORAGE, ALASKA 99508 (907) 269-0793 PHONE / (907) 269-0801 FAX			DATE OF CONTRACT: AUGUST 25, 2014  DATE INITIAL CONTRACT BEGINS: AUGUST 25, 2014  DATE INITIAL CONTRACT ENDS: AUGUST 24, 2015  NUMBER & PERIOD OF RENEWALS: NONE  RENEWALS EXPIRE (MO/YR): AUGUST 24, 2015  ISSUED IN ACCORDANCE WITH BID # SEF- 1951      DATED: AUGUST 25, 2015  ESTIMATED VALUE OF INITIAL TERM: \$300,000.00		
CONTRACTOR: CORAL SALES COMPANY  ADDRESS: PO BOX 22385 PORTLAND, OR 97269-2385  CONTACT NAME: SARWESHNI KERR  PHONE NUMBER: (503) 655-6351  E-MAIL: SARWESHNI@CORALSALES.COM					
SEND INVOICES IN DUPLICATE TO: STATE EQUIPMENT FLEET, 2200 E. 42ND AVENUE, ANCHORAGE AK 99508					
THIS ORDER CONSTITUTES A BINDING COMMITMENT BETWEEN THE STATE AND THE CONTRACTOR LISTED HEREON. UNAUTHORIZED MODIFICATION WITHOUT THE EXPRESSED PRIOR APPROVAL OF THE CONTRACTING AUTHORITY WILL RESULT IN A FINANCIAL OBLIGATION ON THE CONTRACTOR AND/OR UNAUTHORIZED STATE PERSONNEL MAKING THE CHANGE.					
<div>DESCRIPTION</div> <div> <div>CONTRACT TO PURCHASE</div> <div>SAFE STOP 180 TMA MODEL 9182 ATTENUATORS FOR STATE OWNED VEHICLES</div> <div>SAFE STOP SST TRAILER TMA MODEL 9000 TRAILER MOUNTED ATTENUATORS</div> <div>AND VER-MAC 48" X 96" ARROWBOARDS WITH MOUNTING BRACKETS</div> <div>CONTRACTING OFFICER</div> <div>ABBY BRESHEARS</div> <div>(907) 269-0786</div> <div>TABLE OF CONTENTS</div> <div>SECTION</div> <div>I. SPECIAL TERMS AND CONDITIONS</div> <div>II. STANDARD TERMS AND CONDITIONS</div> <div>III. SPECIFICATIONS</div> <div>IV. CONTRACT PRICE LIST</div> </div>					
CONTRACTING AUTHORITY NAME & TITLE ABBY BRESHEARS, CONTRACTING OFFICER II			SIGNATURE 		
CONTRACTOR AUTHORITY NAME SARWESHNI KERR			SIGNATURE On File		
<div>IMPORTANT</div> <div>1. Contract award number and ordering department name must appear on all invoices and documents relating to this order.</div> <div>2. The State is registered for tax free transactions under Chapter 32, IRS Code Registration No. 92-601185. Items are for the exclusive use of the State and not for resale.</div>					

SECTION I  
SPECIAL TERMS AND CONDITIONS

---

**1.0 INTENT:**

- 1.1 Contract Period: One Year from the date of Award
- 1.2 Quantities: Up to 30
- 1.3 Location of Use: Statewide
- 1.4 In addition to the State of Alaska requirements, the Municipality of Anchorage and other Alaska political subdivisions may cooperatively purchase from the resulting contract.
  - 1.4.1 At no time may the contractor change the terms and conditions, alter the price to another entity, which differs from the contractual price, nor charge undisclosed administrative fees to allow cooperative purchasing.

**2.0 DELIVERY:**

- 2.1 **Pre-delivery service:** Prior to delivery, each vehicle, piece of equipment or attachment shall be serviced and inspected by the dealer or his agent. Inspection must include the following (as applicable to the type of equipment):
  - 2.1.1 The vehicle shall be clean and free from defects when delivered and should be ready for immediate and continued use upon delivery.
  - 2.1.2 Units delivered in an incomplete state, or which have deficiencies per the specification, are subject to the damage charges as noted in paragraph 4.0 below.
- 2.2 **Delivery Receipt:**
  - 2.2.1 A delivery receipt will be required. The receipt must be filled out by the vendor, and acknowledged by state receiving personnel by signature and date of actual receipt of equipment. One copy of this delivery receipt is to be given to the state-receiving agency.
  - 2.2.2 Vendors are cautioned and advised that such delivery forms or other receiving type documents will not in any way be construed to mean the state has formally and fully accepted unit(s) referenced thereon as complete and meeting every specification set forth. Only the Contracting Officer or designee may sign warranty documentation.

**3.0 F.O.B. POINT:**

- 3.1 The F.O.B. point is as listed in Section IV, Bid Schedule. Ownership of and title will remain with the contractor until delivery is complete to final destination and accepted by the State. Equipment is not to be driven on the Alcan Highway without prior written approval from the contracting officer.
- 3.2 The cost of shipping and delivery for orders beyond the limits of Seattle/Tacoma dock will be handled as follows. The contractor will prepay the shipping and delivery charges to any destination named by the State in its order. The contractor will charge-back those shipping and delivery charges to the State as a separate line item on the State's invoice.
- 3.3 All shipping charges over \$100 must be documented by a copy of the actual shipping invoice and received with the invoice charge to the State.
- 3.4 Shipping must be consolidated for the best possible price. Shipping items separately must be pre-approved by the Contracting Officer PRIOR to shipment. For example, GP Bucket or Spare Tire not being shipped with host unit must be pre-approved.

**4.0 DAMAGES FOR LATE DELIVERY AND NON-CONFORMING GOODS:**

- 4.1 Time is of the essence in this contract. The Bidder is expected to deliver goods that conform in all material respects to the contract specifications on or before the date provided therein, as may be amended by written agreement of the parties.
- 4.2 In the event that the equipment is delivered late or does not conform to the contract specifications, the State shall be entitled to offset against the Contract Price, as liquidated damages and not as a penalty, an amount equal to the cost of renting like equipment, multiplied by the number of calendar days elapsing between the delivery date provided in the bid schedule and the delivery date to the State. In the case of equipment in this this class, that daily rental fee is determined to be \$50.00. The number of days for which

SECTION I  
SPECIAL TERMS AND CONDITIONS

---

liquidated damages shall apply shall include, in the case of non-conforming goods, the time reasonably necessary for the State to perform inspection.

- 4.3 These liquidated damages represent a reasonable estimate of amounts necessary to compensate the State for loss of use of the goods during the period in which the goods would have been available to the State if conforming goods had been timely delivered.

**5.0 WARRANTY:**

- 5.1 **Standard Warranty Package:** Unless otherwise stipulated by this ITB, the successful bidder will provide a one-year (12-month) warranty.

- 5.1.1 Full (100%) Parts and Labor Warranty Coverage of all components for 12 months (year one), from the date the unit is placed in service at the assigned location.
- 5.1.2 Full (100%) Warranty Coverage includes all cost of labor, parts, freight, lubricants, miscellaneous cost, etc., to place the unit in like-new condition.
- 5.1.3 Should the manufacturer's standard warranty exceed the minimum State warranty requirements, the manufacturer's warranty will run in conjunction with and enhance the State's warranty, then continue for the remainder of its term.
- 5.1.4 For clarification, warranty does not apply to normal wear and tear or maintenance items, accident damages, misuse of equipment or failure to operate or maintain equipment as prescribed by vendor/manufacture.
- 5.1.5 Warranty on Attachments: Same as Standard Warranty Package.
- 5.1.6 In-Service Date: Warranty on vehicles not placed in service immediately upon receipt because of time lag to construct body components and/or installation of special equipment, or due to seasonal usage or other delay, shall be warranted from the date the vehicle is placed in service. The receiving agency shall notify the vendor/manufacture in writing of the actual "in service" date. Notification of the requirement for delayed warranty will be provided on delivery orders whenever possible.

**5.2 Warranty Claims:**

- 5.2.1 Warranty will be provided at the unit's assigned (in-service) location. Because of the remote location of some equipment it is not always practical to deliver equipment to authorized warranty repair facilities. In these cases, the vendor may perform warranty work at the state's location or, the State of Alaska, at its discretion, reserves the right to perform the warranty work and be reimbursed by the vendor. If travel is required by State personnel to perform the work, actual costs will be used for reimbursement.
- 5.2.2 The State of Alaska has established a warranty procedure whereby the vendor is to be notified via letter, email, or fax, that warranty work needs to be performed. If time is of the essence, a telephone call confirmed by one of the above written procedures may be utilized.
- 5.2.3 The vendor must notify the state within 24 hours of verbal or written notification that it will begin to perform the warranty work at the equipment location.
- 5.2.4 The State may, at its discretion, proceed to make warranty repairs with its own work force in the case of emergency situation or to preclude excessive downtime (greater than 24 hours). The State will require a PO to perform the warranty work.
- 5.2.5 Failure to notify the State that the vendor intends to begin to perform warranty is considered a contractual breach.
- 5.2.6 The vendor will be invoiced for required warranty work performed by the state. Warranty work performed by the state will be charged at the current SEF shop labor rate at the time of the repair. Actual repair time will be used.

**5.3 Warranty Performed by Vendor:**

- 5.3.1 The State will reimburse travel costs not reimbursed by the manufacturer for travel to and from the bidder's closest warranty service center within the State of Alaska to the location of the equipment under warranty. Travel costs will be billed as follows:



SECTION I  
SPECIAL TERMS AND CONDITIONS

---

- 5.3.1.1 Mileage Charge: Mileage will only be reimbursed for travel within Alaska at the rate allowable by the IRS.
- 5.3.1.2 Meals are paid at actual and charges must be accompanied by receipts and are not to exceed the State authorized **\$60.00** per day.
- 5.3.1.3 Transportation, such as airfare, shall be reimbursed at actual and all charges are to be accompanied by a receipt/copy of the coach ticket.
- 5.3.1.4 Lodging shall be reimbursed at actual and shall not exceed **\$150.00** per night unless no other lodging is available. Requests for reimbursement must be accompanied by a receipt.
- 5.3.2 Travel will only be reimbursed for time in Alaska.
- 5.3.3 After hours, weekend and holiday travel must be approved by the contracting officer to be considered for reimbursement. The State will not pay for weather delays.

**5.4 Factory Recall:**

- 5.4.1 Nationwide factory recall or product update programs are the responsibility of the vendor and/or manufacturer. The State will attempt to bring affected equipment to an authorized repair facility. However, because of the remoteness of some equipment this is not always practicable or economical. In such cases, factory recall and modification work will be handled the same as warranty work. Factory recall notices sent to the state should, in addition to serial number, include model, year, and dealer.

**6.0 REPAIR ORDERS AND DOCUMENTATION:**

- 6.1 Any work performed by the contractor or approved subcontractor, whether warranty or any other work on a piece of equipment purchased under this ITB, will require a copy of the repair order, any invoices showing parts and commodities including oils and types used.

**7.0 PUBLICATIONS:**

- 7.1 Paper publications are to be received by the State at the time of delivery. Delivery will not be considered complete until the publications for each unit have been received by the State of Alaska. Note: Publications, when required, will be ordered on the same Purchase Order as the unit itself.
  - 7.1.1 All paper manuals are to be pre-assembled in factory binders prior to delivery.
  - 7.1.2 Electronic publications may be requested.
- 7.2 **Parts Manuals:**
  - 7.2.1 Complete set(s) including all updates. If updates are not provided during the warranty period, the State may order them from the manufacturer and bill the contractor for the full cost, including shipping.
  - 7.2.2 Parts manuals are to be customized by serial number.
- 7.3 **Operator's Manuals:** Complete set(s) to include prime unit and attachments.
- 7.4 **Quantities:** As per Section IV – Bid Price Schedule.
- 7.5 **Service Bulletins, Etc.:** The successful bidder must provide appropriate service bulletins, technical support bulletins, service letters, product support bulletins, and/or any other information type notifications that are sent out to the vendor or used by the manufacturer in the maintenance and report of the vehicle, equipment or attachments being provided. The intent of this clause is that the State of Alaska be provided notification of any and all changes or improvements that may affect the maintenance, reliability, longevity,

**8.0 PRICE:**

- 8.1 **Price Guarantee:** The Contractor is responsible to maintain prices under the contract firm for 180 days after bid opening. All price increases or decreases must remain firm for the following 180 days.
- 8.2 **NO RETROACTIVE PRICE INCREASES WILL BE ACCEPTED.**
- 8.3 **Price Decreases:** During the period of the contract, the Contractor must pass on to the state all price decreases, such as fleet rebates. A Contractor's failure to adhere strictly and faithfully to this clause will be



SECTION I  
SPECIAL TERMS AND CONDITIONS

---

considered a material breach of contract. The state reserves the right to cancel the contract if the contractor fails to properly perform the duties set out herein.

8.4 **Manufacturer's Rebate (Incentives):**

8.4.1 In any circumstance during or prior to completion of the contract, whereupon the State of Alaska becomes eligible to receive a rebate for any vehicle purchased under this contract, it shall be the BIDDER'S responsibility to inform the Contracting officer in writing and to advise the procedures for obtaining such rebates.

9.0 **REPLACEMENT PARTS AND REPAIRS:**

9.1 This contract encompasses a full parts and labor contract for manufacturer parts and repairs for the entire warranty period.

9.2 The State of Alaska shall expect the dealer or manufacturer to provide replacement wear parts at their authorized warranty facilities for the entire warranty period within seven (7) days of order. All other parts must be available within ten (10) working days.

9.3 Back order procedures: Back orders are acceptable; however, the ordering shop shall be appraised at time of original orders as to the expected delay in delivery.

9.4 Warranty: All products supplied by the contractor shall be warranted against defects in materials and workmanship for a minimum of 90 days, commencing at the time of installation as long as the installation is within 12 months of purchase. The cost of any defective product and the labor required to replace the defective product shall be the obligation of the contractor.

9.4.1 If the manufacturer's warranty exceeds the stated warranty then manufacturer's warranty supersedes.

9.4.2 Parts Return: Within 12 months of the invoice date, the State is to be allowed to return new parts with full refund, less actual shipping charges. Cores returned within 12 months of original invoice date will receive full core credit. Returned parts will be in new, resellable condition. Refund will be in the form of a credit/invoice credited to the SOA account with the vendor.

9.4.3 Invoicing: Full description of item is required on all invoices, packing lists and billings.

10.0 **EQUIPMENT RELIABILITY:**

10.1 Reliability of equipment is of paramount importance to the State. It is the policy of SEF to require minimum levels of reliability from owned or leased equipment for it to be considered acceptable. Equipment offered for this bid must be capable of meeting the acceptable reliability standard stated below.

10.2 Acceptable Reliability: The State will monitor equipment reliability. Acceptable reliability for this contract is achieved when a machine achieves or maintains a Reliability Ratio (RR) equal to or exceeding the following:

10.2.1 .90 (90 percent) PR during any consecutive 12-months (365 days) during the warranty period.

10.2.2 .75 (75 percent) PR per operational month (recognizing operational as subject to weather and being defined by calendar days) during the consecutive 12-month period.

10.2.3 PR below the state percentages do not meet minimum reliability requirements for state owned equipment.

10.3 **Machine Failure and Downtime:**

10.3.1 **Machine Failure** is any and all loss of capability to perform fully, as specified, which is not attributed to **Conditioned Failure**. Machine Failure resulting in the unit being out of service is defined as **Downtime**.

10.3.2 **Conditioned Failure** is any Machine Failure attributable to accident, operator abuse or other external cause not attributable to a defect in the machine itself.

10.3.3 **Downtime** is the actual number of days or fractions of days that the equipment is in a state of Machine Failure. Downtime does not count time used for scheduled maintenance (including preventative maintenance and scheduled major overhauls), time lost for repair maintenance and

SECTION I  
SPECIAL TERMS AND CONDITIONS

scheduled major overhauls, time lost for repair of damage as a result of operator abuse or machine misapplication; or time lost as a result of accident or an act of God. Downtime includes:

- 10.3.3.1 Actual shop hours (and/or field repair hours) required to return unit to full operational status following machine failure, including trouble-shooting, repair, necessary replacement of parts, and necessary adjustments, plus
- 10.3.3.2 Time lost waiting for parts and/or vendor assistance. "Waiting downtime" also applies if need for parts/assistance is discovered during routine maintenance and return to service is deemed counterproductive. In this case, "waiting time" clock begins with notice of need to vendor. Allowance may be considered in "waiting time" calculations if arrival of parts/assistance is delayed by transportation shutdown, to include verifiable transportation scheduling difficulties such as infrequent flights as long as all reasonable alternatives have been exhausted. Parts and assistance are to be provided by the quickest means reasonably possible to avoid unnecessary delays and downtime.
- 10.3.4 **Out of Service Report (OSR):** Downtime resulting from machine failure is the actual number of hours a machine is out of service as recorded on the OSR or in the Equipment Maintenance Management System (EMS).
- 10.3.4.1 The State will record all downtime on an OSR or EMS work order, which will be originated for each occurrence of downtime. The document will show the date and time a unit went down, the location where the machine was based, the reason the machine is down, date and time the vendor was notified (if applicable), the date and time the machine was returned to service, and the total hours of downtime.
- 10.3.4.1.1 The Contract Manager will finalize and approve the OSR or EMS work order. Both are available for contractor review.
- 10.3.5 **Reporting Downtime:** The Contracting Officer will maintain documentation of all Downtime, and shall send copies of such documentation to the contractor.
- 10.3.6 **Calculation of Reliability Ratio:** RR is the mathematical ration of operated time (uptime) to out of service time (downtime). The RR will be calculated according to the following formula:

$$RR = \frac{\text{Days in a Month} - \text{Days Out of Service}^*}{\text{Days in a Month}^{**}} = \frac{DM - DO}{DM}$$

**Note \*** : Fractional Days apply, i.e., a unit is out of service 8 hours in a 24 hour period equals 1/3 or .33% of a day.

**Note \*\*:** A day is allocated as 24 consecutive hours from 12:00 AM to 12:00 PM.

**Example:** 30 days DM with 2 days and 8 hours DT would result in:

$$RR = \frac{30 - 2.33}{30} = .92$$

- 10.3.7 **Unacceptable Reliability:** If an item of equipment fails to perform at an acceptable level of reliability during the warranty period, the Contracting Officer will notify the contractor and request immediate remedy. Failure to remedy the piece of equipment within 30 days for failure will result in a breach of contract and the immediate return of the equipment and reimbursement of the **Guaranteed Value (V)** of the unit:

Original Cost of the unit less (-) Freight = \$\_\_\_\_\_ (V)

Guaranteed Value (V) less (-) the **Cost of Operation** as listed in the Equipment Rental Rate Blue Book \_\_\_\_\_ or comparable equipment or the current Federal Fixed Usage Rate for the Class for the State of Alaska (a, b or c per hour) times (X) the number of hours used = \_\_\_\_\_ (DV).

- a. Example: Cost of a single unit, less freight = \$150,000. The hourly cost is \$150.00 per hour. The unit was used 150 hours prior to failing the acceptable reliability. The contractor guarantees the unit's worth at \$127,500.00.

SECTION I  
SPECIAL TERMS AND CONDITIONS

---

- 10.3.8 Prior to return, the State will correct all reasonable cosmetic deficiencies (such as excessive rust) and those deficiencies that are directly related to damage due to accidents, misuse of equipment or failure to operate or maintain equipment as prescribed by the vendor/manufacture, prior to public auction.
- 10.3.9 The tires will be serviceable with at least 50% remaining thread.
- 10.3.10 Oil samples, as per manufacturer's service manual recommendations, will be taken by State of Alaska maintenance personnel on the engine, transmission, differentials and hydraulics.
- 10.3.11 In the case of dispute, at the expense of the State, a qualified agent from Northern Adjusters, Inc. or another professionally recognized appraiser may be commissioned for an independent claim appraisal. Such appraisal shall be binding upon the State and the contractor.

**11.0 TRADE RESTRICTION CLAUSE (9 CFR Part 30.13FAA Order 5100.38):**

- 11.1 The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:
  - 11.1.1 is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
  - 11.1.2 has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
  - 11.1.3 has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.
- 11.2 Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.
- 11.3 Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.
- 11.4 The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.
- 11.5 This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.
- 11.6 Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 11.7 This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

**12.0 CIVIL RIGHTS ACT OF 1964, TITLE VI – CONTRACTOR CONTRACTUAL REQUIREMENTS (49 CFR Part 21 AC 150/5100-15)**

- 12.1 During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:
  - 12.1.1 **Compliance with Regulations.** The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to

*Section I- Special Terms and Conditions*

*SEF1951 - Energy Absorption Systems for State Owned Vehicles*

*Page 6 of 8*



SECTION I  
SPECIAL TERMS AND CONDITIONS

---

time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

- 12.1.2 **Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 12.1.3 **Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- 12.1.4 **Information and Reports.** The contractor shall provide all information and reports required by the regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- 12.1.5 **Sanctions for Noncompliance.** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
- 12.1.5.1 Withholding of payments to the contractor under the contract until the contractor complies, and/or
- 12.1.5.2 Cancellation, termination, or suspension of the contract, in whole or in part.
- 12.1.6 **Incorporation of Provisions.** The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**13.0 DISADVANTAGED BUSINESS ENTERPRISES (49 CFR Part 26):**

- 13.1 **Contract Assurance (§26.13):** The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.
- 13.2 **Prompt Payment (§26.29):** The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than **30** days from the receipt of each payment the prime contractor receives from the **State of Alaska**. The prime contractor agrees further to return retainage payments to each subcontractor within [specify the same number as above] days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the **Contracting Officer**. This clause applies to both DBE and non-DBE subcontractors.

**14.0 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES (49 CFR Part 20, Appendix A):**

SECTION I  
SPECIAL TERMS AND CONDITIONS

---

- 14.1 No Federal appropriated funds shall be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.
- 14.2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

**15.0 ENERGY CONSERVATION REQUIREMENTS (49 CFR Part 18.36 & Public Law 94-163):**

- 15.1 The contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

**16.0 BREACH OF CONTRACT TERMS (49 CFR Part 18.36):**

- 16.1 Any violation or breach of terms of this contract on the part of the contractor or their subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

**17.0 CLEAN AIR AND WATER POLLUTION CONTROL (49 CFR Part 18.36(i)(12) & Section 306 of the Clean Air Act & Section 508 of the Clean Water Act):**

- 17.1 Contractors and subcontractors agree:
  - 17.1.1 That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
  - 17.1.2 To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued there under;
  - 17.1.3 That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
  - 17.1.4 To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

**18.0 BUY AMERICAN PREFERENCES (Section 9129 of the Aviation Safety and Capacity Expansion Act of 1990 & Title 49 U.S.C. Chapter 501, AIP Program Guidance Letter 91-3):**

- 18.1 The Aviation Safety and Capacity Expansion Act of 1990 provides that preference be given to steel and manufactured products produced in the United States when funds are expended pursuant to a grant issued under the Airport Improvement Program. The following terms apply:
  - 18.1.1 Steel and manufactured products. As used in this clause, steel and manufactured products include (1) steel produced in the United States or (2) a manufactured product produced in the United States, if the cost of its components mined, produced or manufactured in the United States exceeds 60 percent of the cost of all its components and final assembly has taken place in the United States. Components of foreign origin of the same class or kind as the products referred to in subparagraphs b. (1) or (2) shall be treated as domestic.
  - 18.1.2 Components. As used in this clause, components mean those articles, materials, and supplies incorporated directly into steel and manufactured products.
  - 18.1.3 Cost of Components. This means the costs for production of the components, exclusive of final assembly labor costs.

SECTION II  
STANDARD TERMS & CONDITIONS

---

- 1.0 ACCESSORIES:** When accessories are supplied, they must be certified to be compatible with the rest of the equipment. Certification will be written evidence satisfactory to the State that the accessories are compatible. The bidder's failure to supply this evidence within the time required by the State will cause the State to consider the bid non-responsive and reject the bid.
- 2.0 ADDITIONS OR DELETIONS:** The State reserves the right to add or delete items, agencies or locations as determined to be in the best interest of the State. Added items, agencies or locations will be related to those on contract and will not represent a significant increase or decrease in size or scope of the contract. Such additions or deletions will be documented via mutual agreement, will be at prices consistent with the original bid price margins, and will be evidenced by issuance of a written contract change notice from the Contracting officer.
- 3.0 AMENDMENTS:** Contract terms shall not be waived, altered, modified, supplemented or amended without prior written approval of the Contracting officer.
- 4.0 ASSIGNMENT(S):** Assignment of rights, duties, or payments under a contract resulting from this ITB is not permitted unless authorized in writing by the State of Alaska, Department of Administration, Division of General Services. Bids that are conditioned upon the State's approval of an assignment will be rejected as nonresponsive.
- 5.0 BILLING INSTRUCTIONS:** Invoices must be billed to the ordering agency's address shown on the individual Purchase Order, Contract Award or Delivery Order, not to the Division of General Services. The ordering agency will make payment after it receives the merchandise or service and the invoice. Questions concerning payment must be addressed to the ordering agency.
- 6.0 CERTIFICATION OF COMPLIANCE WITH AMERICAN'S WITH DISABILITIES ACT OF 1990:**
- 6.1 By signature of their bid/proposal the bidder/proposer certifies that they comply with the American's with Disabilities Act of 1990 and the regulations issued there under by the federal government.
- 6.2 Services or activities furnished to the general public on behalf of the State must be fully accessible. This is intended to ensure that agencies are in accordance with 28 CFR Part 35 Section 35.130 and that services, programs or activities furnished to the public through a contract do not subject qualified individuals with a disability to discrimination based on the disability.
- 7.0 COMPLIANCE WITH ALL GOVERNMENT REGULATIONS:** The bidder must comply with all applicable federal, state, and borough regulations, codes, and laws, and pay all applicable federal, state, and borough taxes, and is liable for all required insurance, licenses, permits, and bonds. Failure to comply with such requirements shall constitute a breach of contract and shall be grounds for contract cancellation. Damages or costs resulting from noncompliance shall be the sole responsibility of the bidder.
- 8.0 CONFLICT OF INTEREST:** An officer or employee of the State of Alaska may not seek to acquire, be a party to, or possess a financial interest in, this contract if (1) the officer or employee is an employee of the administrative unit that supervises the award of this contract; or (2) the officer or employee has the power to take or withhold official action so as to affect the award or execution of the contract.
- 9.0 CONSUMER ELECTRICAL PRODUCT:** AS 45.45.910 requires that "...a person may not sell, offer to sell, or otherwise transfer in the course of the person's business a consumer electrical product that is manufactured after August 14, 1990, unless the product is clearly marked as being listed by an approved third party certification program." Electrical consumer products manufactured before August 14, 1990, must either be clearly marked as being third party certified or be marked with a warning label that complies with AS 45.45.910(e). Even exempted electrical products must be marked with the warning label. By signature on this bid the bidder certifies that the product offered is in compliance with the law. A list of approved third party certifiers, warning labels and additional information is available from: Department of Labor and Workforce Development, Labor Standards & Safety Division, Mechanical Inspection Section, P.O. Box 107020, Anchorage, Alaska 99510-7020, (907)269-4925.
- 10.0 CONTINUING OBLIGATION OF CONTRACTOR:** Notwithstanding the expiration date of a contract resulting from this ITB, the contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance and parts availability requirements have completely expired.
- 11.0 CONTRACT ADMINISTRATION:** The administration of this contract, including any/all changes, is the responsibility of the Contracting Officer, HQ State Equipment Fleet.
- 12.0 CONTRACT EXTENSION:** Unless otherwise provided in this ITB, the State and the successful bidder/contractor agree: (1) that any holding over of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect and (2) to provide written notice to the other party of the intent to cancel such month-to-month extension at least thirty (30) days



SECTION II  
STANDARD TERMS & CONDITIONS

---

before the desired date of cancellation.

- 13.0 CONTRACT FUNDING:** Bidders are advised that funds are available for the initial purchase and/or the first term of the contract. Payment and performance obligations for succeeding purchases and/or additional terms of the contract are subject to the availability and appropriation of funds.
- 14.0 DEFAULT:** In case of bidder default, the State may procure the goods or services from another source and hold the bidder responsible for any resulting excess costs and may seek other remedies under law or equity. Alaska Statutes and Regulations provide for suspension and disbarment of non-responsible bidders.
- 15.0 DELIVERY:** All deliveries shall be F.O.B. final destination point with all transportation and handling charges paid by bidder. Responsibility and liability for loss or damage shall remain with bidder until final inspection and acceptance when responsibility shall pass to the State except as to latent defects, fraud and bidder's warranty obligations.
- 16.0 DISCONTINUED ITEMS:** In the event an item is discontinued by the manufacturer during the life of the contract, another item may be substituted, provided that the contracting officer makes a written determination that it is equal or better than the discontinued item and provided that it is sold at the same price or less than the discontinued item.
- 17.0 DISPUTES:** Any dispute arising out of this agreement shall be resolved under the laws of Alaska. Any appeal of an administrative order or any original action to enforce any provision of this agreement or to obtain any relief from or remedy in connection with this agreement may be brought only in the superior court for the State of Alaska.
- 18.0 FIRM OFFER:** For the purpose of award, offers made in accordance with this ITB must be good and firm for a period of ninety (90) days from the date of bid opening.
- 19.0 FORCE MAJEURE (Impossibility to perform):** Neither party to this contract shall be held responsible for delay or default caused by acts of God and/or war, which is beyond that party's reasonable control. The State may terminate this contract upon written notice after determining such delay or default will reasonably prevent successful performance of the contract.
- 20.0 HUMAN TRAFFICKING:**
- 20.1 By signature on this contract, the offeror certifies that:
- 20.1.1 the offeror is not established and headquartered or incorporated and headquartered, in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report; or
- 20.2 The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: [www.state.gov/g/tip/](http://www.state.gov/g/tip/)
- 20.3 Failure to comply with this requirement will cause the state to reject the bid or proposal as non-responsive, or cancel the contract.
- 20.4 This pertains to goods and services above \$50,000.00.
- 21.0 INDEMNIFICATION:** The Contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the Contractor under this agreement. The Contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the Contractor and the independent negligence of the Contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "Contracting agency", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the Contracting agency's selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor's work.
- 22.0 INSPECTIONS:** Goods furnished under this contract are subject to inspection and test by the State at times and places determined by the State. If the State finds goods furnished to be incomplete or not in compliance with bid specifications, the State may reject the goods and require bidder to either correct them without charge or deliver them at a reduced price, which is equitable under the circumstances. If bidder is unable or refuses to correct such goods within a time deemed reasonable by the State, the State may cancel the order in whole or in part. Nothing in this paragraph shall adversely affect the State's rights as buyer, including all remedies and rights granted by Alaska statutes.

SECTION II  
STANDARD TERMS & CONDITIONS

---

**23.0 INSURANCE:**

23.1 Without limiting Contractor's indemnification, it is agreed that Contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the contracting officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the Contractor's services. All insurance policies shall comply with, and be issued by insurers licensed to transact the business of insurance under AS 21.

23.2 Proof of insurance is required for the following:

23.2.1 Workers' Compensation Insurance: The Contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the State.

23.2.2 Commercial General Liability Insurance: covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.

23.2.3 Commercial Automobile Liability Insurance: covering all vehicles used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.

23.3 Failure to supply satisfactory proof of insurance within the time required will cause the State to declare the bidder nonresponsive and to reject the bid.

**24.0 ITEM UPGRADES:** The State reserves the right to accept upgrades to models on the basic contract when the upgrades improve the way the equipment operates or improve the accuracy of the equipment. Such upgraded items must be at the same price as the items in the basic contract.

**25.0 PAYMENT:** Payment for agreements under \$500,000 for the undisputed purchase of goods or services provided to a State agency will be made within 30 days of the receipt of a proper billing or the delivery of the goods or services to the location(s) specified in the agreement, whichever is later. A late payment is subject to 1.5% interest per month on the unpaid balance. Interest will not be paid if there is a dispute or if there is an agreement, which establishes a lower interest rate or precludes the charging of interest.

**26.0 QUANTITIES:** The State reserves the right to reduce or increase the quantity of items ordered under any contract resulting from this Invitation to Bid.

**27.0 SEVERABILITY:** If any provision of the contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

**28.0 SHIPPING DAMAGE:** The State will not accept or pay for damaged goods. The contractor must file all claims against the carrier(s) for damages incurred to items in transit from the point of origin to the ultimate destination. The State will provide the contractor with written notice when damaged goods are received.

**29.0 STANDARD AND SPECIAL TERMS AND CONDITIONS:** The terms and conditions of this section are standard to State of Alaska, Department of Transportation and Public Facilities, Statewide Equipment Fleet contracts for the purchase of goods. There may also be other special terms and conditions in an Invitation to Bid or Request for Proposal which apply only to this contract. In the event of a conflict between the standard and special terms and conditions, the Special Terms and Conditions take precedence.

**30.0 SUCCESSORS IN INTEREST:** This contract shall be binding upon successors and assigns.

SECTION II  
STANDARD TERMS & CONDITIONS

---

- 31.0 SUITABLE MATERIALS:** All materials, supplies or equipment offered by a bidder shall be new, unused, of recent manufacture, and suitable for the manufacturer's intended purpose unless the specifications allow for used, rebuilt or remanufactured equipment.
- 32.0 TAXES:** Prices quoted in bids must be exclusive of federal, state, and local taxes. If the bidder believes that certain taxes are payable by the State, the bidder may list such taxes separately, directly below the bid price for the affected item. The State is exempt from Federal Excise Tax because articles purchased are for the exclusive use of the State of Alaska.
- 33.0 WARRANTY:** Unless otherwise stated, all equipment shall be new and current model and shall carry full factory warranties. Bidder warrants all goods delivered to be free from defects in labor, material and manufacture and to be in compliance with bid specifications. All implied or expressed warranty provisions of the Uniform Commercial Code apply. All warranties shall be for and benefit the State.



**SPECIFICATIONS**

**LOT 1 - TRUCK MOUNTED**

**GENERAL:**

This specification describes a truck-mounted attenuator system for mobile work zone shadow vehicles and stationary work zone barrier vehicles.

The system provides impact protection during collisions into the rear of a truck in work zone operations. The system design dissipates the collision energy of standard passenger vehicles traveling at speeds up to 100 km/h (62mph).

**DESCRIPTION OF SYSTEM:**

The truck-mounted attenuator system shall be designed to make attachment or detachment from the truck simple and fast. The major components stay together when detached from the support vehicle.

When the truck-mounted attenuator is in an unfolded orientation, the assembly of frames shall be capable of collapsing when impacted by an errant vehicle. No portion of the truck-mounted attenuator shall protrude forward under the truck damaging its vital elements during an impact.

When the truck-mounted attenuator folds for transport no portion of it shall protrude over, into or under the truck. The folded truck-mounted attenuator shall not impede the line-of-site of an arrow board or message board mounted on the truck. The truck-mounted attenuator shall be capable of refurbishment with hand tools. The truck-mounted attenuator design shall allow for estimated reusability percentages near 100% for the hydraulic assembly and 70% for the steel framework.

**1.0 LIGHTS & VISIBILITY:**

- 1.1 The truck-mounted attenuator shall have a trailer lighting assembly per FMVSS No. 108 "Lamps, Reflective Devices, and Associated Equipment." All components shall be appropriate for their intended purpose under any adoptions issued by the NHTSA, SAE and FMVSS. This is standard practice for electrical lighting.
- 1.2 The truck-mounted attenuator shall include brake lights, taillights, turn signals, reverse lights and an ICC bar light. Wires shall be routed in a protective, jacketed cable. The cable shall be routed and secured to the frames at 450 (18") maximum intervals.
- 1.3 For repair or replacement, individual circuits shall be easily identified and accessible. Molded connectors shall be used where individual wires would otherwise be exposed to the elements.
- 1.4 A standard, single, 7 pin trailer connector shall make the connection for all lights to the back of the truck. The truck-mounted attenuator shall have two sets of lights so that the lighting meets FMVSS No. 108, whether the truck-mounted attenuator is in its folded or unfolded orientation.
- 1.5 The folded truck-mounted attenuator's forward-facing red lamps shall disconnect from the electrical system. Gravity flaps shall not be used to shield the light from forward-facing red lamps.
- 1.6 Conspicuity tape and reflectors shall be installed following the same established standards as the lighting.

**2.0 JACKS:**

- 2.1 Four hand crank jacks with swivel casters with a total rated load capacity of at least 3,500lb. (1600 kg) shall be supplied with the truck-mounted attenuator to facilitate removing it from a truck for storage.

**3.0 STRIPING:**

- 3.1 The surface of the Impact Frame facing oncoming traffic, when in the unfolded horizontal position, shall display a black on yellow inverted "V" chevron pattern with 100mm (4 in.) wide color bands. The colors

shall meet the value and tolerance limits established by MUTCD.

- 3.2 When folded, the lower cartridge surface facing oncoming traffic shall also display the chevron pattern.

**4.0 Welding:**

- 4.1 All welding shall be done by, or under the direction of, a certified welder. Metal-work shall be made in America.

**5.0 PAINT:**

- 5.1 All exposed steel surfaces on the truck-mounted attenuator shall be painted black.
- 5.2 Paint shall be applied after the proper preparation of all steel and aluminum components. The metal preparation shall include treatment with either a conditioner or a conversion coating in combination with, or in addition to, coating with primer.

**6.0 HARDWARE:**

- 6.1 The truck-mounted attenuator shall be assembled with Commercial Quality bolts, nuts, and washers conforming to ANSI (American National Standard) specifications unless otherwise specified.

**7.0 PUMP SYSTEM:**

- 7.1 The hydraulic system shall consist of a pump with an electrical motor, cylinders, hoses, switches, wiring, and necessary sub-components to rotate the rear half of the assembly 180°.
- 7.2 The truck-mounted attenuator shall be capable of tilting from the horizontal when the rearmost bottom edge contacts rigid curb or pavement.
- 7.3 The complete hydraulic system, including the pump and hoses, shall be factory assembled and mounted to the truck-mounted attenuator.
- 7.4 Depressing a "Stop" button shall stop the truck-mounted attenuator rotation at any stage of the cycle, whether the truck-mounted attenuator is folding or unfolding.
- 7.5 The hydraulic system shall be safe guarded to lock the truck-mounted attenuator into place should there be a loss of fluid or electrical control, regardless of the truck-mounted attenuator's position.
- 7.6 When the truck-mounted attenuator is completely folded or unfolded, the hydraulic system prevents rotation until the controls are activated.
- 7.7 In the folded position, the lower half of the truck-mounted attenuator system provides support for the upper half. Additional locking devices shall not be necessary.

**8.0 CRASH TEST CRITERIA:**

- 8.1 The truck-mounted attenuator shall have been tested to, and successfully passed, both the required and optional tests that fall under the guidelines of NCHRP Report 350 Test Level 3 for truck mounted attenuators.
- 8.2 The truck-mounted attenuator shall be designed and constructed so no solid debris is present from the system that can create a hazard on the roadway after an impact. To minimize potential damage to the truck, no portion of the truck-mounted attenuator's energy absorbing elements shall protrude forward damaging the vital elements of the truck's underside during an impact.

**SPECIFICATIONS**

**LOT 2 - TRAILER MOUNTED**

**GENERAL:**

This specification describes a trailer-mounted attenuator system for mobile work zone shadow vehicles and stationary work zone barrier vehicles.

The system provides impact protection during collisions into the rear of a truck in work zone operations. The system design dissipates the collision energy of standard passenger vehicles traveling at speeds up to 100 km/h (62mph).

**DESCRIPTION OF SYSTEM:**

The trailer-mounted attenuator system shall be designed to make attachment or detachment from the truck simple and fast. The major components stay together when detached from the support vehicle.

The assembly of frames shall be capable of collapsing when impacted by an errant vehicle. No portion of the trailer-mounted attenuator shall protrude forward under the truck damaging its vital elements during an impact.

The trailer-mounted attenuator design shall allow for estimated reusability percentages near 70% for the steel framework.

**1.0 LIGHTS & VISIBILITY:**

- 1.1 The trailer-mounted attenuator shall have a trailer lighting assembly per FMVSS No. 108 "Lamps, Reflective Devices, and Associated Equipment." All components shall be appropriate for their intended purpose under any adoptions issued by the NHTSA, SAE and FMVSS. This is standard practice for electrical lighting.
- 1.2 The trailer-mounted attenuator shall include brake lights, taillights, turn signals, reverse lights and an ICC bar light. Wires shall be routed in a protective, jacketed cable.
- 1.3 The cable shall be routed and secured to the frames at 450 (18") maximum intervals.
- 1.4 For repair or replacement, individual circuits shall be easily identified and accessible.
- 1.5 Molded connectors shall be used where individual wires would otherwise be exposed to the elements.
- 1.6 A standard, single 7 pin trailer connector shall make the connection for all lights to the back of the truck.
- 1.7 The trailer-mounted attenuator shall have two sets of lights so that the lighting meets FMVSS No. 108. Gravity flaps shall not be used to shield the light from forward-facing red lamps.
- 1.8 Conspicuity tape and reflectors shall be installed following the same established standards as the lighting.

**2.0 STRIPING:**

- 2.1 The surface of the Impact Frame facing oncoming traffic, shall display a black on yellow inverted "V" chevron pattern with 100mm (4 in.) wide color bands. The colors shall meet the value and tolerance limits established by MUTCD.

**3.0 WELDING:**

- 3.1 All welding shall be done by, or under the direction of, a certified welder. Metal-work shall be made in America.



SECTION III  
SPECIFICATIONS

---

**4.0 PAINT:**

- 4.1 All exposed steel surfaces on the trailer-mounted attenuator shall be painted black.
- 4.2 Paint shall be applied after the proper preparation of all steel and aluminum components. The metal preparation shall include treatment with either a conditioner or a conversion coating in combination with, or in addition to, coating with primer.

**5.0 HARDWARE:**

- 5.1 The trailer mounted attenuator shall be assembled with Commercial Quality bolts, nuts, and washers conforming to ANSI (American National Standard) specifications unless otherwise specified.

**6.0 CRASH TEST CRITERIA:**

- 6.1 The trailer-mounted attenuator shall have been tested to, and successfully passed, both the required and optional tests that fall under the guidelines of NCHRP Report 350 Test Level 3 for trailer mounted attenuators.
- 6.2 The trailer-mounted attenuator shall be designed and constructed so no solid debris is present from the system that can create a hazard on the roadway after an impact. To minimize potential damage to the truck, no portion of the trailer-mounted attenuator's energy absorbing elements shall protrude forward damaging the vital elements of the truck's underside during an impact.

**END OF SPECIFICATIONS**

SECTION IV  
BID PRICE SCHEDULE

---

**LOT #1**

Item			Total Amount
#	Unit	Description	
1	1 ea	Energy Absorption Systems for State Owned Vehicles	
		Year, Make & Model Offered:	
		2014 Energy Absorption Systems Safe Stop 180 TMA, model 9182	<b>Price \$19,195</b>

**LOT #2**

2	1 ea	Trailer Mounted Energy Absorption Systems	
		Year, Make & Model Offered:	
		2014 Energy Absorption Systems SST Trailer TMA, MODEL 9000	<b>Price \$19,885</b>

**Additional Item(s)**

3	1 ea	VER-MAC 48" x 96" Arrowboard, 25 Lamp with Wireless V Touch Controller	<b>Price \$2,625</b>
4	1 pair	Arrowboard Mounting Assembly, Manual Tilt, EAS Part #3526846-0000 Arrowboard Mounting Assembly, Univ Platform SST, Wide TMA EAS Part #3526849-0000	<b>Price \$3,108</b>

Certified test results and associated test reports and films produced in compliance with NCHRP Report 350 procedures shall be submitted, upon request, showing that the truck and trailer-mounted attenuator conforms to the performance criteria in this specification

**F.O.B. Clarification:** The FOB point for bid evaluation purposes is Dockside Seattle/Tacoma area. However, the bidder is responsible for shipping the unit to the final assigned destination. Final shipment to in-service locations as annotated on the Purchase Order will be arranged and pre-paid by the contractor. The actual cost from the Seattle/Tacoma area will be invoiced as a separate line item on the invoice for full reimbursement by the State. Shipping arrangements will always be in the best interest of the State and any extraordinary costs or circumstances must be pre-approved by the Contracting Officer prior to shipment.

Delivery: Not more than **90 days** after receipt of order (ARO).